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4/9/2021 4:30:00 PM \$40.00
Book - 11154 Pg - 4334-4341
RASHELLE HOBBS
Recorder, Salt Lake County, UT
COTTONWOOD TITLE
BY: eCASH, DEPUTY - EF 8 P.

Mail after recording to:
Robert Patterson
Blaisdell, Church & Johnson
5995 South Redwood Rd.
Taylorsville, UT 84123

Tax Parcel No.: 33-07-301-001, part of 33-07-326-039, 33-07-326-002

FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING

THIS FIRST AMENDMENT TO DEED OF TRUST, ASSIGNMENT OF RENTS AND LEASES, SECURITY AGREEMENT AND FIXTURE FILING (“**Amendment**”) is made this ^{9th} day of April, 2021 (“**Effective Date**”) by PROVIDENCE HALL, a Utah non-profit corporation, having an office at 4558 West Mount Ogden Peak Drive, Herriman, Utah 84096, as trustor (“**Trustor**”), and U.S. BANK NATIONAL ASSOCIATION, having an office at 170 South Main Street, Suite 200, Salt Lake City, Utah 84101, as trustee and beneficiary (“**Beneficiary**”).

RECITALS

A. Pursuant to the Trust Indenture dated November 1, 2013, between the Utah Charter School Finance Authority (“**Authority**”) and Beneficiary (“**Indenture**”), the Authority previously issued its Charter School Revenue Bonds (Providence Hall Elementary School and High School Projects) Series 2013A and its Charter School Revenue Bonds (Providence Hall Elementary School and High School Projects) Series 2013B (Federally Taxable) (together, the “**Bonds**”) and loaned the proceeds of the Bonds to Trustor pursuant to the Loan Agreement dated November 1, 2013 (“**Loan Agreement**”) between the Authority and Trustor.

B. The loan of the Bond proceeds is secured, in part, by the Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing (“**Deed of Trust**”) dated November 1, 2013, from Trustor for the benefit of the Authority, recorded November 6, 2013, in the official records of Salt Lake County, Utah, as Entry No. 11755412, Book 10190, Page 8464-8484. Authority assigned all of Authority’s interest in the Deed of Trust to Beneficiary by the Assignment of Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated November 1, 2013, and recorded November 6, 2013, in the official records of Salt Lake County, Utah, as Entry No. 11755510, Book 10190, Page 8832-8834.

C. The Authority issued the Bonds and loaned the proceeds of the Bonds to Trustor for Trustor to use as term financing for certain property located in Salt Lake County, Utah, as more particularly described in the Deed of Trust, which certain property consists of two tracts. One tract has been used by Trustor for an elementary school

facility and related uses (“**Elementary School Tract**”). The other tract has been used for a High School facility and related uses (“**High School Tract**”).

D. Trustor desires to enter into a property exchange (“**Property Exchange**”) with a third party wherein Trustor acquires fee simple title in and to 2.5 acres of real property adjoining the Elementary School Tract useable and valuable for Trustor’s school purposes (“**New Elementary School Property**”) in exchange for Trustor’s transfer to the third party of 2.5 acres of real property within the High School Tract that is not useable or valuable for Trustor (“**Unused High School Property**”). The New Elementary School Property is more particularly described in Exhibit A attached to and incorporated into this Amendment, and the Unused High School Property is more particularly described in Exhibit B attached to and incorporated into this Amendment. The New Elementary School Property and the Unused High School Property are reasonably equivalent in size and market value.

E. Trustor and Beneficiary desire to amend the Deed of Trust to amend the description of the property set forth therein to substitute the New Elementary School Property for the Unused High School Property in the property covered by and subject to the Deed of Trust, thereby reflecting and enabling the Property Exchange

TERMS

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises and understandings herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Modification of Deed of Trust. The Deed of Trust is hereby amended as of the Effective Date as follows:

- a. The New Elementary School Property, described in Exhibit A, is hereby added to the property covered by the Deed of Trust and subject to lien, charge, and encumbrance of the Deed of Trust as though originally described therein.
- b. The Unused High School Property, described in Exhibit B, is hereby released from the lien, charge, and encumbrance of the Deed of Trust, and Trustee and Beneficiary release all interest therein.

2. No Impairment of Lien or Loan Documents. The property described in the Deed of Trust, as amended by this Amendment, shall remain subject to the lien, charge, and encumbrance of the Deed of Trust, and nothing herein contained or done pursuant hereto shall affect or be construed to affect the lien, charge, or encumbrance of the Deed of Trust. Nothing herein contained or done pursuant hereto shall affect or be construed to affect the priority of the Deed of trust over other liens, charges, or encumbrances, or to release or affect the liability of any party or parties who would now or may hereafter be liable under or on account of the Indenture, Bonds, or Deed of Trust. Nothing contained

in this Amendment shall in any manner or way constitute or be deemed to be a release or impairment of the indebtedness evidenced by the Loan Agreement or related documents or otherwise affect or impair the enforceability of the Indenture or the liens, assignments, rights, and security interests securing the loan.

3. Anti-Novation. The parties hereto agree that this Amendment shall constitute an amendment to the Deed of Trust and shall not constitute a novation in any manner whatsoever of the Bonds or of any other obligation or debt of Trustor.

4. Ratification of Deed of Trust. Except as specifically and expressly modified by this Amendment, the Deed of Trust, each of its terms and provisions, and all related documents are hereby ratified and confirmed and remain in full force and effect.

5. Representations and Warranties. The parties hereto represent and warrant that they have full power and authority to execute, deliver, and perform their obligations under this Amendment and any other document executed or delivered in connection herewith, and that this Amendment and all other related documents are binding upon and enforceable against each party in accordance with their terms.

6. Counterparts. This Amendment may be executed in one or more counterparts, the signature pages of which when attached together shall constitute one agreement.

--SIGNATURE PAGES TO FOLLOW--

IN WITNESS WHEREOF, the parties have executed this Amendment as of the day and year first written above.

TRUSTOR:

PROVIDENCE HALL, a Utah non-profit corporation

By: [Signature]

Name: Nicholas Ward

Title: Board Chair

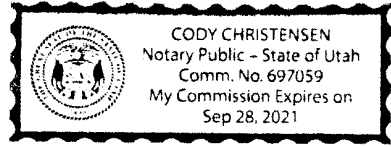
STATE OF Utah)

: ss.

COUNTY OF Salt Lake)

This instrument was subscribed, sworn, and acknowledged before me this 15th day of March, 2021, by Nicholas Ward, who is the Board Chair of PROVIDENCE HALL, a Utah non-profit Corporation, as Trustor.

[Signature]
NOTARY PUBLIC
My commission expires: Sept. 28, 2021



TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION

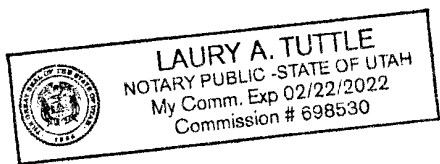
By: 


Name: Brandon Elzinga

Title: Vice President

STATE OF Utah)
: ss.
COUNTY OF Salt Lake)

This instrument was subscribed, sworn, and acknowledged before me this 19th day
of March, 2021, by Brandon Elzinga, who is the
Vice President of U.S. BANK NATIONAL ASSOCIATION, as Trustee.




NOTARY PUBLIC
My commission expires: 2-22-22

BENEFICIARY:

U.S. BANK NATIONAL ASSOCIATION

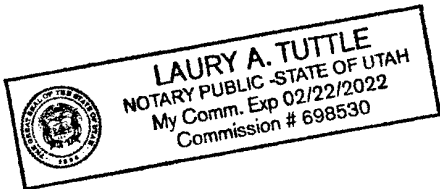
By: BEZ

Name: Brandon Elzinga

Title: Vice President

STATE OF Utah)
: ss.
COUNTY OF Salt Lake)

This instrument was subscribed, sworn, and acknowledged before me this 19th day of March, 2021, by Brandon Elzinga, who is the Vice President of U.S. BANK NATIONAL ASSOCIATION, as Beneficiary.



Laury A. Tuttle
NOTARY PUBLIC
My commission expires: 2-22-22

EXHIBIT A
**DESCRIPTION OF NEW ELEMENTARY SCHOOL PROPERTY
ADDED TO DEED OF TRUST**

The following real property situated in Salt Lake County is hereby added to the property covered by the Deed of Trust:

Beginning at a point on the east line of Rosecrest Plat Q Subdivision, said point being South 00°09'22" East 532.90 feet along the section line from the East Quarter Corner Section 12, Township 4 South, Range 2 West, Salt Lake Base and Meridian and running: thence North 89°58'34" East 219.99 feet; thence North 83°09'24" East 272.84 feet to a point on the west line of Rosecrest Plat V, Phase 3 Subdivision; thence South 06°44'07" East 245.53 feet along and beyond the west line of said Rosecrest Plat V, Phase 3 Subdivision; thence South 89°50'28" West 471.02 feet; thence North 10°58'15" West 82.13 feet; thence South 89°50'28" West 32.66 feet to a point on the east line of said Rosecrest Plat Q Subdivision; thence North 00°09'32" West 132.00 feet along said east line to the point of beginning.

EXHIBIT B
DESCRIPTION OF UNUSED HIGH SCHOOL PROPERTY
RELEASED FROM DEED OF TRUST

The following real property situated in Salt Lake County is hereby removed and released from the Deed of Trust:

Part of Lot 1, ROSECREST PROVIDENCE HALL SUBDIVISION 3, being more particularly described as follows:

Beginning at a point North 89°46'20" West 356.86 feet and South 319.93 feet from the Center of Section 7, Township 4 South, Range 1 West, Salt Lake Base and Meridian, said Center of Section 7 being located S 89°46'20" East 2,613.94 feet from the West Quarter Corner of Section 7; thence North 62°52'02" West 96.36 feet; thence South 60°53'14" West 787.79 feet to a point on the Eastern boundary of Rosecrest Plat V – Phase 3 Subdivision, recorded February 20, 2013 as Entry No. 11580570 and Book 2013P and Page 31 of the Salt Lake County records, said point also being the southwest corner of Lot 1 of Rosecrest Providence Hall Subdivision 3, recorded November 4, 2013 as Entry No. 11753703 and Book 2013P and Page 226 of said records; thence following the boundary of Rosecrest Providence Hall Subdivision 3 the following three courses: 1) North 70°39'38" East 1289.23 feet to a point on the southwesterly line of the Mountain View Corridor right-of-way, 2) along the Mountain View Corridor right-of-way North 51°39'38" West 181.50 feet, and 3) thence North 60°30'20" West 32.52 feet; thence South 51°29'57" West 347.30 feet to the point of beginning.